

**UNITED STATES DISTRICT COURT  
EASTERN DISTRICT OF NORTH CAROLINA  
WESTERN DIVISION**

CIVIL ACTION NO.: 5:21-cv-181-D

CASSIE BREAZEALE and RHONDA	)	
GARDNER, on their own behalf and on	)	
behalf of those similarly situated,	)	
	)	
Plaintiffs,	)	
	)	
vs.	)	
	)	
AMPLER PIZZA II, INC.,	)	
	)	
Defendant.	)	
	)	

**ORDER APPROVING SETTLEMENT AND  
NOTICE PROCEDURES**

After a review of the Parties' Joint Motion for Approval of Settlement, the Settlement Agreement, and the Declarations of Plaintiffs' Counsel, the Court is satisfied that the settlement reached is a "fair and reasonable resolution of a bona fide dispute" under the Fair Labor Standards Act. *See, e.g., Lynn's Food Stores, Inc. v. United States*, 679 F.2d 1350 (11th Cir. 1982); 29 U.S.C. § 216; *Hackett v. ADF Rest. Invs.*, 259 F. Supp. 3d 360, 365 (D. Md. 2016) (holding that district courts in the Fourth Circuit "typically employ the considerations set forth by the Eleventh Circuit in *Lynn's Food Stores*" when approving FLSA settlements).

It is therefore this 21 day of March 2022 Ordered and Adjudged as Follows:

1. The Proposed Settlement is APPROVED, including, but not limited to, the total Service Awards of \$8,000, attorneys' fees and costs, inclusive of the costs of settlement administration, of \$42,000 to Plaintiffs' Counsel.

2. That for purposes of settlement a FLSA collective action is certified, consisting of the following:

The "Settlement Class" or the "Class" consists of all General Managers who worked for Defendant as of January 1, 2020 and continuing, who were not compensated a weekly salary of at least \$684.00 per workweek, and who did not earn time-and-one-half of their hourly rate for all hours worked in excess of forty (40) hours in one or more workweeks. These individuals have been identified in the class lists provided by Defendant to Class Counsel.

ORDERED that:

- All capitalized terms not otherwise defined in this Order shall have the same meaning ascribed to them in the Parties' Settlement Agreement;
- Class Counsel shall serve as the Settlement Administrator in providing notice, claim process and administration services under the Settlement Agreement;
- Defendant shall within fourteen (14) days from the date of this Order provide Plaintiffs' counsel with the last known physical addresses for the Class Members;
- Within seven (7) days of receiving the Class Member list from Defendant, Class Counsel shall send by first-class mail the Notice of Proposed Settlement (including Claim Form) to all Class Members;
- Class Members shall have 45 days to submit the claims to Class Counsel as set forth in the Notice of Proposed Settlement (including Claim Form), which were jointly proposed by the Parties and filed with the Court;
- Within seven (7) days of the expiration of the 45-day claims period, Class Counsel shall notify Defendant of the remaining Class Members who have submitted valid Claim Forms;

- Within fourteen (14) days of Class Counsel's notice to Defendant of the Class Members who have submitted Claim Forms (Opt-In Class Members"), Defendant shall provide Class Counsel with the Opt-in Class Members' Settlement Payments;
- Within seven (7) days of Class Counsel's receipt of the Opt-In Class Members' Settlement Payments, Class Counsel shall distribute said payments to the Opt-In Class Members;
- After the Notice process is complete, the Parties shall file a Joint Notice of Dismissal with Prejudice seeking entry of a Final Dismissal Order dismissing the Action on the merits with prejudice;
- Named Plaintiffs are appointed as representatives for the Settlement Class;
- Morgan & Morgan, P.A. is approved as Class Counsel for the Settlement Class;

ORDERED that the form and content of the Notice of Proposed Settlement and the Claim Form set forth in the Motion for Settlement Approval are adequate, proper, comport with Due Process, and they are hereby approved and authorized for distribution to Class Members.

ORDERED that Counsel for the Parties are hereby authorized to jointly use all reasonable procedures in connection with approval and administration of the settlement that are not materially inconsistent with this Order or the Settlement Agreement, including making, without further approval of the Court, minor changes to the form or content of the Notice, moderate extensions of time that do not alter effective dates, and minor changes to other exhibits that they jointly agree are reasonable or necessary.

SO ORDERED. This 21 day of March, 2022.

James C. Dever III  
JAMES C. DEVER III  
United States District Judge